

Advertising Policy

Tucker Publications accepts commercial advertising for its periodicals, web site, and other forms of communication.

Guidelines

1. The advertiser will be responsible for the ad material/advertising and warrants that:
 1. it is authorized to sell all products and/or services advertised and to use any information or depiction in the ad material/advertising
 2. it has the right to use any trademarks, service marks, or trade names depicted in the ad material/advertising
 3. the ad material/advertising complies with all applicable laws and regulations in the country where it will be seen.
2. Tucker Publications, in collaboration with an association or society (collectively an "Association"), and its editors associated with Tucker Publications, explicitly retain the right to reject and/or request modifications to the Advertisement. In the event the Advertisement is rejected, Tucker Publications will use reasonable efforts to provide the Advertiser with notification to allow the Advertiser to modify or supply a substitute Advertisement. Advertiser is not entitled to any compensation for rejected advertisements
3. Statements in advertising copy should be ethical and carry no direct or implied disparagement of another product. There should be no statements that are misleading, exaggerated, or contrary to proven facts.
4. The advertiser will indemnify, defend, and hold harmless Tucker Publications from and against any expenses arising from any claims, losses, or damages arising from the ad material/advertising including, but not limited to, third party claims alleging trademark or copyright infringement.
5. Placement of advertising is at the discretion of Tucker Publications, its editors, and its societies.
6. All advertisements must clearly and prominently identify the advertiser by trademark or signature.
7. Recruitment ads must be nondiscriminatory and comply with all applicable laws and regulations.
8. Advertising interests will not influence editorial decisions or editorial content.
9. Advertisements that appear on a publication's website adjacent to articles must display randomly and cannot display based on the subject matter of the article.
10. Print cancellations must be submitted in writing and will not be accepted after closing dates for space reservations for issue being canceled. No cancellations will be accepted for reservations with premium positions (including, but not limited to, all covers and TOC positions). Ad material will be submitted in a file format acceptable to Tucker Publications.
11. Digital advertising cancellations must be submitted in writing at least three (3) business days prior to the scheduled campaign start date. For cancellations received less than 3 days prior to the campaign start date, advertiser will be responsible for payment of one month's net cost of the advertisement. Any digital advertising reserved as a Monthly Sponsorship, as well as any premium placements (including, but not limited to Interstitial Ads) are non-cancellable. For any advertisements where Tucker Publications creates the advertising materials that are cancelled

prior to the advertisement run date, the advertiser will be responsible for payment of one month's net cost of the advertisement as the cancellation fee.

12. Advertiser acknowledges that print advertisements may be included in a digital edition of the journal publication without additional notification. The advertiser assumes responsibility for the registration and protection of any copyright it may have in its own advertising and licenses to Tucker Publications the right to copy from such advertising. For any ad material that Tucker Publications prepares for advertiser approval, advertiser acknowledges that such ad material will be deemed a work-made-for-hire and that Tucker Publications will retain all rights and title to such ad material.
13. Tucker Publications will not be liable for any failure to publish an advertisement accepted, however shall use reasonable efforts to place such advertisement in subsequent available space.
14. If the ad material/advertising supplied by advertiser is not compliant with Tucker Publications' requirements as set forth herein and/or in its current rate card, Tucker Publications will not be liable for any errors in reproduction of the advertisement. In the event Tucker Publications is responsible for any reproduction errors in an advertisement, Tucker Publications' liability will not exceed a republication of the advertisement in a subsequent issue of the journal publication.
15. Copyright and other intellectual property rights to all Tucker Publications proposals, publications, and other products shall remain with Tucker Publications unless agreed otherwise in writing signed by both parties. The Advertiser shall not acquire any intellectual property rights in the products. No part of the Tucker Publications proposals, publications, or products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording, or in any other manner or form, without the specific prior written permission of Tucker Publications.
16. In addition, Tucker Publications shall have the right, at any time, to remove any Advertisement and/or terminate this Agreement if Tucker Publications determines, in its sole discretion, that the Advertisement or any portion thereof:
 - a. violates Tucker Publications' and/or the Association's policies
 - b. violates any law, rule, or regulation or industry code, or if Tucker Publications is directed to do so by any law enforcement agency, court, or government agency
 - c. is the subject of a claim asserted by an entity with respect to its trademarks, trade names, service marks, or other proprietary rights
 - d. is otherwise objectionable to Tucker Publications.
17. Tucker Publications reserves the right to cancel any order in the event Advertiser is more than thirty days late in remitting payment for an invoice or in the event Advertiser becomes the subject of a bankruptcy or other proceeding relating to insolvency.